

CANCELLED BY AUTHORITY. RECORDED IN BOOK
 6 PAGE 283
 THIS 3 DAY OF July 19 91
 W. E. DAVIS
 Chamberly Clerk

NOTICE OF CONSTRUCTION LIEN PURSUANT TO
 SECTION 85-7-131
 MISSISSIPPI CODE ANNOTATED, 1972 (AS AMENDED)

TO: Robert (Bob) W. Nethercott and wife,
 Mildred (Millie) I. Nethercott

COMES NOW, Morris Guy, and serves notice upon Robert (Bob) W. Nethercott and wife, Mildred (Millie) I. Nethercott, that he is claiming a materialmen's lien under the provisions of Section 85-7-131, a Mississippi Code Annotated 1972 (As Amended) and who in support of said claim would show and state the following, to-wit:

1. That the property affected by this notice is described as follows, to-wit:

Part of the southeast quarter of Section 19, Township 2, South, Range 7 West, described as beginning at the southeast corner of said Section 19; thence North 3 degrees 19 minutes 10 seconds east along the east section line of said Section 19 1,721.51 feet to a point; thence south 85 degrees 09 minutes 20 seconds west 40 feet to an iron pin in the west right-of-way of proposed Swinnea Road and being the point of beginning of the land herein conveyed; thence continuing south 85 degrees 09 minutes 20 seconds west 1,031.75 feet to an iron pin; thence south 2 degrees 22 minutes 10 seconds east 409.16 feet to an iron pin; thence north 85 degrees 04 minutes 40 seconds east 1,038.57 feet to an iron pin in the west right-of-way of proposed Swinnea Road; thence north 3 degrees 19 minutes 10 seconds east 407.42 feet to the point of beginning and containing 10.07 acres, more or less, as shown by the survey of Tom King dated January 29, 1971.

2. The total amount due and owing unto the lienholder is the sum of \$15,000.00 for unpaid work and \$10,025.00 for additional work outside contract plus legal interest and attorneys fees as provided by law.

3. The claim arises out of a written contract entered into between Morris Guy, Contractor, and Robert (Bob) W. Nethercott and wife, Mildred (Millie) I. Nethercott, Owners, dated May 12, 1990, to provide the construction of a new residence on the real property as described above. See Exhibit "A" attached.

4. That the claimant provided labor and services in the construction of the dwelling on said property in a workmanlike manner as provided for in the written contract.

5. That suit for enforcement of said lien is not being commenced concurrent with the filing of this Notice.

WHEREFORE, lienor, Morris Guy, claims materialmen's and laborer's lien against the aforementioned property.

WITNESS MY SIGNATURE, this the 29th day of May 1991.

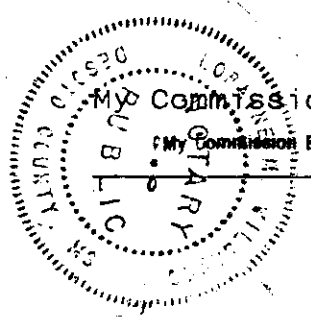
Morris Guy
Morris Guy

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY came and appeared before me, the undersigned authority in and for the State and County aforesaid, Morris Guy, who acknowledged he executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 29th day of May, 1991.

Lorraine M. Wilbanks
Notary Public



My Commission Expires:
My Commission Expires Dec. 12, 1991

CONTRACT

THIS CONTRACT made and entered into this the 12th day of May, 1990, by and between MORRIS GUY, hereinafter referred to as "Contractor", and MR. AND MRS. BOB NETHERCOTT, hereinafter referred to as "Owners".

W I T N E S S E T H:

WHEREAS, Owners have agreed to employ Contractor, and Contractor has agreed to be employed by Owners, all according to the following conditions.

BUILDING SITE

This Contract is for work to be performed on Owners' property, located at 2247 Swinnea Road, Nesbit, Mississippi.

SCOPE OF WORK

The scope of work to be performed by Contractor for the Owners is as follows:

1. To construct a new residence (single family, single story house) for Owners on Owners' property.

2. Contract shall include necessary site preparation, using existing septic system according to plans supplied by Owners.

3. All construction shall be to DeSoto County building code and in a workmanlike manner.

4. Completion time shall be ninety (90) working days. Working days are considered Monday through Friday, weather permitting. *Starting date by June 15th 1990* *m.s.* *(Per)*

TOTAL PRICE

Owners hereby agree to pay Contractor the total price of SEVENTY THOUSAND AND NO/100 (\$70,000.00) DOLLARS. Payments are to be according to the lending institution's schedule of payments for construction loan.

SPECIFIC ALLOWANCES

Attached hereto, as Exhibit A and Exhibit B, are lists of specific items and allowances. Said Exhibits are considered a part of this Contract as if set out verbatim.

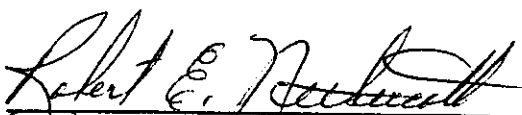

COLLECTION

This is a binding contract upon the Owners and the Contractor. If in the event there is a default of this Contract by the Owners, and Contractor must hire an attorney to collect any monies due him by Owners, Owners hereby agree to pay all attorney's fees and costs of court necessary in the collection of said sums.

AGREEMENT

Owners and Contractor hereby agree that this Contract constitutes the entire agreement between the parties, and both parties fully agree with all stipulations herein contained. If it becomes necessary for Contractor to fulfill any "extras" during the construction not set out herein, Owners hereby agree to reimburse Contractor immediately upon presentation of a statement from Contractor.

WITNESS OUR SIGNATURES this the 12th day of May, 1990.


 ROBERT E. (BOB) NETHERCOTT, Owner

 MILLIE NETHERCOTT, Owner


 MORRIS GUY, Contractor

* Gutters & Down Spouts w/ splash pads

*optional
carriage* Kitchen windows } 40x50 FIXED w/18" SLIDING PANEL @ SIDE
Dining Area windows } " " " " " " " " approx \$211

Kitchen Appliances } (1) Large Disposal (Heavy Duty 1/2 H.P.) \$100.00 approx.
* To Be Furnished } (1) ~~Stove~~ ~~Model # 200 96799H~~ Free Standing Oven Draft Stove.
all others by owner } ~~1/2" thick~~ ~~Brass or Brass~~ \$1,100.00

Door in Master (1) 20x80 Pocket Door unit approx \$900
Bed Room Closet
Circulation Form Study after work, inside to R-17 - but all interior walls - ceiling L-30
* Storm Doors @ Front & Rear 3" Doors w/Screen & Sliding Glass Upper Half

*optional
carriage* Picture Windows over window tube opening type w/Screen. Frosted or Stained glass.

Additional Cabinets & Face Boards in Wash Room & Face Board in Master Bath
500.00

X Misc of 1000.00 Light Fixture allowance approx \$1500.00 - approx \$1500.00
X Floor Covering allowance approx \$1400.00 - \$1600.00 - carpet - 12.50 per sq ft

Interior Paint 1000.00 Plus 3 patches - wall Paper Kitchen & Bath 1/2 Price in Bedrooms

Shutters (6) 20x60 Front windows
(2) 24x50 South windows in Garage

Buck allowance \$1400.00 - \$1500.00 TH

? Garage Door Opener 1/2 H.P. w/Double Lights
Heavy Duty

Baths Double Panel Cultured Marble Lavatories & Bath Baths
*optional
or alternate* (2) 6'-0" Marble Tubs w/Showers & Shower Doors w/ Marble Sheet
& 5 ft Marble all around in Hall Bath
Master Bath 6 jet whirlpool since tub w/Sheet, Slip &
12" Splash all around. TOTAL INCL. TAX \$2470.00
Water Closets 2 P. Low Profile elongate w/Flush Ring

Kitchen Sink 1/2 Double Sink x 8" Deep

Roof Decking Extra Heavy Plywood or 1" x 8" No Vertical Board
Shingles 3 Tab Fiberglass

carriage Exterior Doors Metal w/Screen

Roof Vents (2) 1200 C.F.M. Thermos Controlled
Paint outside Primed (2) Coats of oil Base
Concrete Pads at Front & Rear Doors - walkway from Kitchen Door to
Garage Apron - Apron 18' x 6'

ROBERT E. (BOB) NETHERCOTT, Owner

M. Nethercott
M. NETHERCOTT, Owner

Morris Guy
MORRIS GUY, Contractor

Builder: Bob Nethercott
Address 2247 Swinnea Road
Nesbit, Ms. 38651

Date March 29, 1990
Lot # _____

Page 2 of 2

Our price shall include wiring for the following:

2	GFI Circuits	6	Phones
2	Doorbell	4	TV
1	Elec. Smoke Detector	5	Flood Light
1	Vent a Hood	3	Weatherproof Outlet
1	Range w/VENT THRU SLAB DOWN DRAFT	1	Whirlpool
1	Oven	26	Switches
1	Microwave	23	Light Outlets
1	Dishwasher	46	Receptacles
1	Disposal	4	3-Way Switch Sets
1	Refrigerator	1	4-Way Switch Sets
1	Washer	1	Electric Hot Water 52 GAL.
1	Dryer	1	Electric Heat (20 K.W.) <i>Propane Heat</i>
1	Freezer	1	4 ton Air Conditioner 10 SEER OR MP.
1	Door Opener	1	GARAGE COMPACTOR
4	Ceiling Fans	1	220V RECP. IN GARAGE WORK AREA
2	Bath Fans		

Type of Utility Service Underground
Served by Mississippi Power & Light

TOTAL PRICE -----\$----- PLUS TAX

Payment shall be as follows:

60% at rough in, 30% when lights are turned on and 10% when complete.

Alternate Bid: Central Vac \$ 875⁰⁰ ~~INSTALLED~~ (1) w/standard acc. 22' or 32' Power House
DELUXE Ironing Board \$ 235⁰⁰ (1) Power Sump w/all pipe, fitting, control wires, receptacles (6 min.) installed.

ROBERT E. (BOB) NETHERCOTT, Owner

Minnie Nethercott
MINNIE NETHERCOTT, Owner

Morris Guy
MORRIS GUY, Contractor

STATE MS.-DESOTO CO.
FILED

MAY 29 3 09 PM '91

RECORDED 5-31-91 EXHIBIT "B"
DEED BOOK 6
PAGE 232
W.E. DAVIS CH. CLK.

STOP PAYMENT NOTICE

OWNER: Robert E. Nethercott and wife, Mildred I.
Nethercott
2247 Swinnea Road
Nesbit, Mississippi 38651

KNOWN LIEN HOLDERS: Bank of Mississippi
185 West Center
Hernando, Mississippi 38632

CONTRACTOR: Morris Guy
2671 White Oak Cove
Nesbit, Mississippi 38651

MATERIALMAN/:
LABORER : Morris Guy
2671 White Oak Cove
Nesbit, Mississippi 38651

PROPERTY: 10.07 acres, more or less located in the
southeast quarter of Section 19, Township 2
South, Range 7 West, DeSoto County,
Mississippi.

TO THE OWNER:

You are hereby notified to immediately STOP PAYMENT to the Contractor/Builder under the authority of Section 85-7-181, Mississippi Code, Annotated, 1972, As Amended, as the contractor has not paid the Materialman/Laborer above stated, who is due \$15,000.00 for unpaid work pursuant to the contract and \$10,025.00 for additional work outside the contract, as of May 28, 1991, plus attorney's fees.

Please immediately report the balance due under your contract with the contractor to the undersigned.

GIVEN THIS the 28th day of May 1991.

MORRIS GUY

BY: Allen B. Couch

Allen B. Couch, his attorney
P. O. Box 305
Southaven, Mississippi 38671
(601) 393-2270

STATE MS.-DE SOTO CO.
FILED

MAY 29 3 08 PM '91

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PAGE 238
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